



Patrick W. Turner
General Counsel-South Carolina
Legal Department

AT&T South Carolina
1600 Williams Street
Suite 5200
Columbia, SC 29201

T: 803.401-2900
F: 803.254.1731
patrick.turner.1@att.com
www.att.com

February 8, 2008

The Honorable Charles Terreni
Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: In the Matter of Petition for Approval of Nextel South Corp.'s Adoption of the Interconnection Agreement Between Sprint Communications L.P., Sprint Spectrum L.P. d/b/a Sprint PCS and BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina, d/b/a AT&T Southeast
Docket No. 2007-255-C

In the Matter of Petition for Approval of NPCR, Inc. d/b/a Nextel Partners' Adoption of the Interconnection Agreement Between Sprint Communications L.P./ Sprint Spectrum L.P. d/b/a Sprint PCS and BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina, d/b/a AT&T Southeast
Docket No. 2007-256-C

Dear Mr. Terreni:

Enclosed for filing in the above-referenced matters is a Joint Procedural Motion.

By copy of this letter, I am serving all parties of record with a copy of this pleading as indicated on the attached Certificate of Service.

Sincerely,

Patrick W. Turner

PWT/nml
Enclosure
cc: All Parties of Record
DM5 #702430

THIS DOCUMENT IS AN EXACT DUPLICATE OF THE E-FILED COPY SUBMITTED TO THE COMMISSION IN ACCORDANCE WITH ITS ELECTRONIC FILING INSTRUCTIONS.



Proud Sponsor of the U.S. Olympic Team

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

IN THE MATTER OF PETITION FOR)
APPROVAL OF NEXTEL SOUTH)
CORP.'S ADOPTION OF THE)
INTERCONNECTION AGREEMENT)
BETWEEN SPRINT)
COMMUNICATIONS L.P., SPRINT)
SPECTRUM L.P. D/B/A SPRINT PCS)
AND BELLSOUTH)
TELECOMMUNICATIONS, INC. D/B/A)
AT&T SOUTH CAROLINA D/B/A)
AT&T SOUTHEAST)

Docket No. 2007-255-C

IN THE MATTER OF PETITION FOR)
APPROVAL OF NPCR, INC. D/B/A)
NEXTEL PARTNERS' ADOPTION OF)
THE INTERCONNECTION)
AGREEMENT BETWEEN SPRINT)
COMMUNICATIONS L.P., SPRINT)
SPECTRUM L.P. D/B/A SPRINT PCS)
AND BELLSOUTH)
TELECOMMUNICATIONS, INC. D/B/A)
AT&T SOUTH CAROLINA D/B/A)
AT&T SOUTHEAST)

Docket No. 2007-256-C

JOINT PROCEDURAL MOTION

BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T South Carolina") and Nextel South Corp. and NPCR Inc. d/b/a Nextel Partners (collectively "Nextel") jointly request – without opposition by the Office of Regulatory Staff ("ORS") – that the Public Service Commission of South Carolina ("the Commission"): cancel the hearing currently scheduled for February 13, 2008; decide this issues presented in these consolidated dockets on the basis of the record described below; establish a deadline for

the parties to submit briefs; and establish a date for the parties to present oral argument to the Commission.

AT&T South Carolina and Nextel have reached the Stipulations of Fact for purposes of these consolidated dockets that are attached as Exhibit A to this Joint Motion.¹ AT&T South Carolina and Nextel respectfully submit that the Formal Record of these consolidated dockets (as defined in Commission Regulation 103-804) should include these Stipulations of Fact, each party's respectively filed pleadings and exhibits, the testimony and exhibits the parties have pre-filed in these consolidated dockets, the interconnection agreement for which Nextel seeks adoption, and such publicly available information of which the Commission appropriately may take notice pursuant to applicable statutes, rules, or regulations. AT&T South Carolina and Nextel respectfully request that the parties be allowed to file Briefs with the Commission and thereafter present oral argument to the Commission.

Accordingly, AT&T South Carolina and Nextel respectfully request that the Commission:

1. Accept the following matters into the record as though they had been received during a live hearing in these consolidated dockets: the AT&T South Carolina – Sprint interconnection agreement that can be viewed on AT&T South Carolina's website at http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf (the "Sprint-AT&T ICA"); direct testimony of Mark G. Felton and exhibits thereto

¹ AT&T South Carolina and Nextel, of course, disagree as to the legal import of these stipulated facts and reserve the right to present their respective positions in briefs and oral argument.

filed October 16, 2007; direct testimony of P.L. (Scot) Ferguson and exhibits thereto filed October 30, 2007; rebuttal testimony of Mark G. Felton and exhibits thereto filed November 6, 2007; surrebuttal testimony of P.L. (Scot) Ferguson and exhibits thereto filed November 13, 2007; Stipulations of Fact attached hereto as Exhibit A; Joint Motion to Approve Amendment filed in Docket No. 2007-215-C December 7, 2007 (a copy of which is attached as Exhibit B); the Commission Order granting that motion issued in Docket No. 2007-215-C and dated January 23, 2008 (a copy of which is attached as Exhibit C); and such publicly available information of which the Commission appropriately may take notice pursuant to applicable statutes, rules, or regulations.

2. Cancel the evidentiary hearing currently scheduled for February 13, 2008.
3. Establish February 28, 2008 as the deadline for the parties simultaneously to file briefs with the Commission.
4. Hear oral argument by the parties on April 9, 2008.

As noted above, the Office of Regulatory Staff does not object to this Joint Motion.

Respectfully submitted on this the 8th day of February, 2008.

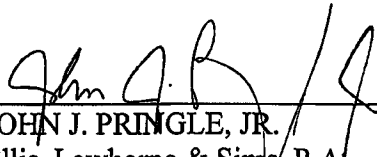
AT&T SOUTH CAROLINA

A handwritten signature in cursive script that reads "Patrick W. Turner". The signature is written in dark ink and is positioned above a horizontal line.

PATRICK W. TURNER
Suite 5200
1600 Williams Street
Columbia, South Carolina 29201
(803) 401-2900

JOHN T. TYLER
Suite 4300
675 West Peachtree Street
Atlanta, Georgia
(404) 335-0757

NPCR, INC. D/B/A NEXTEL PARTNERS
AND NEXTEL SOUTH CORP.



JOHN J. PRINGLE, JR.
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, 5th Floor
Columbia, South Carolina 29201
(803) 343-1270
(803) 799-8479
(803) 479-5764

WILLIAM R. L. ATKINSON
Suite 2200
223 Peachtree Street
Atlanta, Georgia 30303
(404) 649-0001

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

IN THE MATTER OF PETITION FOR)
APPROVAL OF NEXTEL SOUTH)
CORP.'S ADOPTION OF THE)
INTERCONNECTION AGREEMENT)
BETWEEN SPRINT)
COMMUNICATIONS L.P., SPRINT)
SPECTRUM L.P. D/B/A SPRINT PCS)
AND BELL SOUTH)
TELECOMMUNICATIONS, INC. D/B/A)
AT&T SOUTH CAROLINA D/B/A)
AT&T SOUTHEAST)

Docket No. 2007-255-C

IN THE MATTER OF PETITION FOR)
APPROVAL OF NPCR, INC. D/B/A)
NEXTEL PARTNERS' ADOPTION OF)
THE INTERCONNECTION)
AGREEMENT BETWEEN SPRINT)
COMMUNICATIONS L.P., SPRINT)
SPECTRUM L.P. D/B/A SPRINT PCS)
AND BELL SOUTH)
TELECOMMUNICATIONS, INC. D/B/A)
AT&T SOUTH CAROLINA D/B/A)
AT&T SOUTHEAST)

Docket No. 2007-256-C

STIPULATIONS OF FACT

BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina, Nextel South Corp., and NPCR Inc. d/b/a Nextel Partners respectfully stipulate to the following facts for the purposes of these consolidated proceedings:

1. The Sprint entities that are parties to the Sprint interconnection agreement ("ICA") for which Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners seek adoption in the above-referenced docket are identified in the Sprint ICA as Sprint Communications Company Limited Partnership, Sprint Communications Company L.P.,

and Sprint Spectrum L.P., as agent and General Partner for WirelessCo, L.P., and SprintCom, Inc. (collectively the “Sprint parties to the original ICA”).

2. Sprint Communications Company L.P. and Sprint Communications Company Limited Partnership are one and the same legal entity. The name of this entity is Sprint Communications Company L.P., and this entity was further listed in the Sprint ICA with “limited partnership” spelled out as a result of a requirement in the State of Florida. Sprint Communications Company L.P. is a Delaware Limited Partnership that is certificated to and does provide wireline local exchange telecommunications services in the State of South Carolina. Sprint Communications Company L.P. is not licensed by the FCC to provide wireless telecommunications services.

3. Sprint Spectrum L.P. is a Delaware Limited Partnership, WirelessCo, L.P. is a Delaware Limited Partnership, and SprintCom, Inc. is a Kansas corporation, collectively, “Sprint PCS”. Sprint PCS provides wireless telecommunications services in the State of South Carolina under license(s) issued by the FCC. Neither Sprint Spectrum L.P., WirelessCo, L.P., SprintCom, Inc., nor Sprint PCS is certificated to provide, and none of these entities provide wireline local exchange telecommunications services in the State of South Carolina.

4. Nextel South Corp. is a Georgia corporation that is licensed by the FCC to provide, and that does provide, wireless telecommunications services in the State of South Carolina. Nextel South Corp. is not certificated to provide and does not provide wireline local exchange telecommunications services in the State of South Carolina.

5. NPCR, Inc. d/b/a Nextel Partners is a Delaware corporation that is licensed by the FCC to provide, and that does provide, wireless telecommunications

services in the State of South Carolina. NPCR, Inc. d/b/a Nextel Partners is not certificated to provide and does not provide wireline local exchange telecommunications services in the State of South Carolina.

6. On August 12, 2005 the parent holding company Sprint Corporation, through its subsidiary S-N Merger Corp., acquired the holding company Nextel Communications, Inc., with S-N Merger Corp. surviving the transaction. Contemporaneous with such acquisition, the subsidiary S-N Merger Corp. changed its name to Nextel Communications Inc. and the parent holding company Sprint Corporation changed its name to Sprint Nextel Corporation. Collectively, the foregoing actions are referred to as “the Sprint-Nextel Merger”.

7. Prior to the Sprint-Nextel Merger, Sprint Communications Company L. P., Sprint Spectrum L.P., WirelessCo, L.P., SprintCom, Inc., Nextel South Corp., and NPCR, Inc. d/b/a Nextel Partners were six separate legal entities.

8. Prior to the Sprint-Nextel Merger, each of the Sprint parties to the Sprint ICA were either directly or indirectly wholly owned by, and under common control, as subsidiaries under the holding parent company Sprint Corporation.

9. Prior to the Sprint-Nextel Merger, Nextel South Corp., was either directly or indirectly wholly owned by, and under common control of, as a subsidiary under the holding parent company Nextel Communications, Inc.

10. Prior to the Sprint-Nextel Merger, none of the Sprint parties to the original ICA had any affiliation with Nextel South Corp., and Nextel South Corp. had no affiliation with any of such Sprint parties.

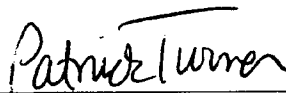
11. After the Sprint-Nextel Merger, on June 26, 2006, through a subsidiary transaction, Nextel Communications, Inc. acquired NPCR, Inc. d/b/a Nextel Partners ("the NPCR acquisition"). Prior to the NPCR acquisition, none of the Sprint parties to the original ICA had any affiliation with NPCR, Inc. d/b/a Nextel Partners, and NPCR, Inc. d/b/a Nextel Partners had no affiliation with any of such Sprint parties.

12. Today, following the Sprint-Nextel Merger and the NPCR acquisition, Sprint Communications Company L.P., Sprint Spectrum L.P., WirelessCo, L.P., SprintCom, Inc., Nextel South Corp., and NPCR, Inc. d/b/a Nextel Partners are six separate legal entities.

13. Today, following the Sprint-Nextel Merger and the NPCR acquisition, the Sprint parties to the original ICA, Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners each are either directly or indirectly wholly owned by, and are under common control, as subsidiaries under the holding company Sprint Nextel Corporation.

Respectfully submitted on this the 8th day of February, 2008.

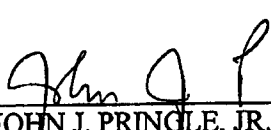
AT&T SOUTH CAROLINA



PATRICK W. TURNER
Suite 5200
1600 Williams Street
Columbia, South Carolina 29201
(803) 401-2900

JOHN T. TYLER
Suite 4300
675 West Peachtree Street
Atlanta, Georgia
(404) 335-0757

NPCR, INC. D/B/A NEXTEL PARTNERS
AND NEXTEL SOUTH CORP.



JOHN J. PRINGLE, JR.
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, 5th Floor
Columbia, South Carolina 29201
(803) 343-1270
(803) 799-8479
(803) 479-5764

WILLIAM R. L. ATKINSON
Suite 2200
223 Peachtree Street
Atlanta, Georgia 30303
(404) 649-0001

701999

BEFORE THE
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

In re: Petition of Sprint Communications Company)	
L. P. and Sprint Spectrum L. P. d/b/a Sprint PCS for)	
Arbitration of Rates, Terms and Conditions of)	Docket No. 2007-215-C
Interconnection with BellSouth Telecommunications,)	
Inc. d/b/a AT&T South Carolina, d/b/a AT&T)	
Southeast)	
_____)	

JOINT MOTION TO APPROVE AMENDMENT

Sprint Communications Company L. P. and Sprint Spectrum L. P. d/b/a Sprint PCS ("Sprint") and BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina ("AT&T") (collectively, "Joint Movants") respectfully move pursuant to 47 U.S.C. Section 252(e) that the Public Service Commission of South Carolina ("Commission") approve the Amendment to their existing Interconnection Agreement attached hereto as Exhibit "A" ("Amendment"). Commission approval of the Amendment will resolve all issues in the above-styled docket. In support of their Motion, the Joint Movants respectfully show as follows:

1. The Commission issued its Order Ruling on Arbitration in the above-styled docket on October 5, 2007, in which the Commission ruled that Sprint and AT&T are free to present for resolution the substantive issues they raised in the proceeding to the Federal Communications Commission.

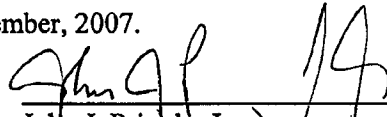
2. Joint Movants have recently executed an Amendment to their existing Interconnection Agreement that provides the relief requested by Sprint in its arbitration Petition, i.e., to extend the term of the Joint Movants' existing Interconnection

Agreement for a period of three (3) years from the date of Sprint's March 20, 2007 request for such extension. See Exhibit "A", attached hereto.

3. The Joint Movants respectfully request that the Commission approve the attached Amendment. Upon Commission approval of the three-year term extension Amendment, the issues in the above-styled arbitration proceeding will be resolved.

WHEREFORE, the Joint Movants respectfully request that the Commission approve the attached Amendment to their existing Sprint-AT&T Interconnection Agreement in accordance with 47 U.S.C. Section 252(e), and conclude the matter.

Respectfully submitted this 7th day of December, 2007.



John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, 5th Floor
Columbia, SC 29201
(803) 343-1270
(803) 799-8479
(803) 479-5764
jpringle@ellislawhorne.com

William R. Atkinson
Sprint Nextel
233 Peachtree Street NE, Suite 2200
Atlanta, GA 30339-3166
(404) 649-0001
Fax: (404) 649-0009
bill.atkinson@sprint.com

Joseph M. Chiarelli
Sprint Nextel
6450 Sprint Parkway
Mailstop: KSOPHN0214-2A671
Overland Park, KS 66251
(913) 315-9223

Attorneys for Sprint

Patrick W. Turner by John T. Tyler v. Permission

Patrick W. Turner
John T. Tyler
AT&T South Carolina
1600 Williams Street
Suite 5200
Columbia, SC 29201
(803) 401-2900

Attorneys for AT&T

Exhibit A

**Amendment to
Interconnection Agreement
between
Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum, L.P.
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and AT&T Tennessee**

Dated January 1, 2001

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware Limited Partnership, as agent and General Partner for WirelessCo. L.P., a Delaware Limited Partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") (Sprint CLEC and Sprint PCS collectively referred to as "Sprint"), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 ("the Agreement").

WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2; General Terms and Conditions – Part A in its entirety and replace it with the following:

2. **Term of the Agreement**

2.1 This Agreement is extended three years from March 20, 2007 and shall expire as of March 19, 2010. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum L.P. and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee – 3 Year Extension Amendment

- 2.2 During the term of March 20, 2007 to March 19, 2010, this Agreement may be terminated only via Sprint's request unless terminated pursuant to a default provision within this Agreement.
- 2: All other provisions of this Agreement, as amended, shall remain in full force and effect including, without limitation, the provisions set forth in Section 18.3 and 18.4 of the General Terms and Conditions – Part A.
3. Either or both of the Parties are authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.
4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

[Signatures continued on next page]

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Louisiana,
AT&T Mississippi, AT&T North Carolina,
AT&T South Carolina and AT&T Tennessee

By: Kristen E. Shore
Name: Kristen E. Shore
(Print or Type)
Title: Director
(Print or Type)
Date: 12/4/07

Sprint Communications Company
Limited Partnership

By: Craig T. Cowden
Name: Craig T. Cowden
(Print or Type)
Title: Vice President
(Print or Type)
Date: 11-29-2007

Sprint Communications Company L.P.

By: Craig T. Cowden
Name: Craig T. Cowden
(Print or Type)
Title: Vice President
(Print or Type)
Date: 11-29-2007

Sprint Spectrum L.P.

By: Craig T. Cowden
Name: Craig T. Cowden
(Print or Type)
Title: Vice President
(Print or Type)
Date: 11-29-2007

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum L.P. and
BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee – 3 Year Extension Amendment


BEFORE THE
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

In re: Petition of Sprint Communications Company)
L. P. and Sprint Spectrum L. P. d/b/a Sprint PCS for)
Arbitration of Rates, Terms and Conditions of)
Interconnection with BellSouth Telecommunications,)
Inc. d/b/a AT&T South Carolina, d/b/a AT&T)
Southeast)
_____)

Docket No. 2007-215-C

This is to certify that I have caused to be served this day, one (1) copy of the **Joint Motion to Approve Amendment** by placing a copy of same in the care and custody of the United States Postal Service (unless otherwise specified), with proper first-class postage affixed hereto and addressed as follows:

Patrick W. Turner, Esquire
AT&T South Carolina
1600 Williams Street
Suite 5200
Columbia SC 29201



Carol Roof
Paralegal

December 7, 2007
Columbia, South Carolina

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2007-215-C - ORDER NO. 2008-27
JANUARY 23, 2008

IN RE: Petition of Sprint Communications Company)	ORDER APPROVING
L.P. and Sprint Spectrum L.P. DBA Sprint)	AMENDMENT TO
PCS for Arbitration of Rates, Terms, and)	INTERCONNECTION
Conditions of Interconnection with)	AGREEMENT
BellSouth Telecommunications, Inc. DBA)	
AT&T South Carolina DBA AT&T)	
Southeast)	

This matter comes before the Public Service Commission of South Carolina (the Commission) on the Joint Motion of Sprint Communications Company L.P. and Sprint Spectrum L.P. d/b/a Sprint PCS (Sprint) and BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina (AT&T) (collectively, the Joint Movants) that this Commission approve an Amendment to their existing Interconnection Agreement (ICA), pursuant to 47 U.S.C. Section 252(e). The Amendment would expand the term of the ICA for three years from March 20, 2007 to March 19, 2010, as well as adopt certain other terms outlined in Exhibit "A" to the Joint Motion. This Exhibit is attached hereto as Order Exhibit 1. The Joint Movants state that approval of the Amendment will resolve all issues in this Docket.

DOCKET NO. 2007-215-C – ORDER NO. 2008-27
JANUARY 23, 2008
PAGE 2

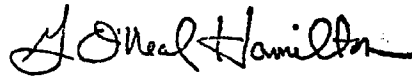
Sprint and AT&T have pointed out that this Commission issued its Order Ruling on Arbitration in this Docket on October 5, 2007, in which this Commission ruled that the Joint Movants are free to present for resolution the substantive issues they raised in the proceeding to the Federal Communications Commission (FCC). The Joint Movants have recently executed, however, an Amendment to their existing Interconnection Agreement that provides the relief requested by Sprint in its arbitration petition, i.e., to extend the term of the Joint Movants' existing Interconnection Agreement for a period of three (3) years from the date of Sprint's March 20, 2007 request for such an extension, and to adopt certain other provisions as outlined in Order Exhibit 1. The Joint Movants request that this Commission approve the Amendment. Upon Commission approval, the issues in the Docket will be resolved.

We have examined the Amendment, and hold that its approval would certainly be reasonable, under the circumstances. The Amendment, *inter alia*, extends the term of the ICA between the parties for three years, which is the relief originally sought by Sprint in this Docket. Accordingly, the Amendment as stated in Order Exhibit 1 is approved, and this Docket is closed.

DOCKET NO. 2007-215-C – ORDER NO. 2008-27
JANUARY 23, 2008
PAGE 3

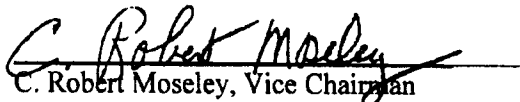
This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:



G. O'Neal Hamilton, Chairman

ATTEST:


C. Robert Moseley, Vice Chairman

(SEAL)

Amendment to
Interconnection Agreement
between
Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum, L.P.
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and AT&T Tennessee

Dated January 1, 2001

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware Limited Partnership, as agent and General Partner for WirelessCo. L.P., a Delaware Limited Partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") (Sprint CLEC and Sprint PCS collectively referred to as "Sprint"), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 ("the Agreement").

WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2, General Terms and Conditions – Part A in its entirety and replace it with the following:

2. Term of the Agreement

2.1 This Agreement is extended three years from March 20, 2007 and shall expire as of March 19, 2010. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum L.P. and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee – 3 Year Extension Amendment

- 2.2 During the term of March 20, 2007 to March 19, 2010, this Agreement may be terminated only via Sprint's request unless terminated pursuant to a default provision within this Agreement.
2. All other provisions of this Agreement, as amended, shall remain in full force and effect including, without limitation, the provisions set forth in Section 18.3 and 18.4 of the General Terms and Conditions - Part A.
3. Either or both of the Parties are authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.
4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

[Signatures continued on next page]

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum L.P. and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee - 3 Year Extension Amendment

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Louisiana,
AT&T Mississippi, AT&T North Carolina,
AT&T South Carolina and AT&T Tennessee

Sprint Communications Company
Limited Partnership

By: Kristen E. Shore
Name: Kristen E. Shore
(Print or Type)
Title: Director
(Print or Type)
Date: 12/4/07

By: Craig T. Cowden
Name: Craig T. Cowden
(Print or Type)
Title: Vice President
(Print or Type)
Date: 11-29-2007

Sprint Communications Company L.P.

By: Craig T. Cowden
Name: Craig T. Cowden
(Print or Type)
Title: Vice President
(Print or Type)
Date: 11-29-2007

Sprint Spectrum L.P.

By: Craig T. Cowden
Name: Craig T. Cowden
(Print or Type)
Title: Vice President
(Print or Type)
Date: 11-29-2007

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum L.P. and
BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South Carolina; and AT&T Tennessee – 3 Year Extension Amendment

STATE OF SOUTH CAROLINA)
) CERTIFICATE OF SERVICE
COUNTY OF RICHLAND)

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for AT&T South Carolina (“AT&T”) and that she has caused the Joint Procedural Motion in Docket Nos. 2007-255-C and 2007-256-C to be served upon the following on February 8, 2008.

Nanette S. Edwards, Esquire
1441 Main Street, Suite 300
Columbia, South Carolina 29201
(Office of Regulatory Staff)
(Electronic Mail)

Jocelyn G. Boyd, Esquire
Staff Attorney
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
(Electronic Mail)

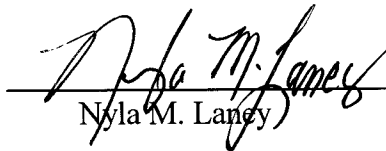
F. David Butler, Esquire
Senior Counsel
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
(Electronic Mail)

Joseph Melchers
Chief Counsel
S.C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
(Electronic Mail)

John J. Pringle, Esquire
Ellis Lawhorne & Sims, P.A.
Post Office Box 2285
Columbia, South Carolina 29202
(NewSouth, NuVox, KMC, Xspedius)
(Electronic Mail)

William R. L. Atkinson, Esquire
Sprint Nextel Corporation
223 Peachtree Street, Suite 2200
Atlanta, Georgia 30303
(Electronic Mail)

Joseph M. Chiarelli, Esquire
Sprint Nextel Corporation
6450 Sprint Parkway,
Mailstop KSOPHNO214-2A671
Overland Park, Kansas 66251
(Via U. S. Mail)



Nyla M. Langley

683301